

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT NO. 1103

704-0070

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission ("COMMISSION"), the Union Pacific Railroad Company ("COMPANY"), Jonathan Creek Township Road District of Moultrie County ("JOHNATHAN CREEK TOWNSHIP"), Lowe Township Road District of Moultrie County ("LOWE TOWNSHIP"), the County of Moultrie ("COUNTY"), and the State of Illinois, Department of Transportation ("DEPARTMENT").

**WITNESSETH:**

WHEREAS, it has come to the attention of the Commission through informal correspondence that inquiry should be made into the matter of improving public safety at the Township Road ("TR") 39 highway-rail grade crossing of the Company's track located near the City of Arthur, Moultrie County, Illinois, designated as crossing AAR/DOT167 044N, milepost 167.00 CC; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) Installation of automatic flashing light signals and gates controlled by constant warning time circuitry and two new circuitry cabinets, one for the

warning devices and one for the train control signals located at the crossing.

- (b) Installation of a new 45-foot crossing surface necessitated by the reconstruction of TR 39 as set forth in Section 2(c).
- (c) Reconstruction of the TR 39 roadway, including the area of the crossing, from a 13-foot roadway surface to a 22-foot surface to meet the grade requirements of 92 Illinois Administrative Code 1535.204.
- (d) Installation of Advance Warning signs on the north highway approach to the crossing by LOWE TOWNSHIP, and on the south highway approach to the crossing by JONATHAN CREEK TOWNSHIP.

Section 3 The COMPANY, COUNTY, and staff of the COMMISSION have prepared preliminary estimates of cost to accomplish the proposed improvements, which they may be required to perform. Said estimates are attached as Exhibits B-1, B-2, and C. The COMPANY and COUNTY shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COMPANY and the COUNTY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be one hundred twenty (120) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- (a) The cost for the improvements listed in Section 2(a) is estimated to be \$267,291. The Grade Crossing Protection Fund should pay 95% of the actual installation cost, not to exceed \$253,926. The COMPANY should pay all remaining installation costs, as well as all future operating and maintenance costs. (See Exhibit B-1)
- (b) The cost for the improvements as listed in Section 2(b) is estimated to be \$63,746. The Company should pay 50% of the crossing surface installation cost, not to exceed \$31,873. JONATHAN CREEK TOWNSHIP and LOWE TOWNSHIP should each pay an equal amount of the remaining installation cost. The COMPANY should pay all future maintenance costs for the new crossing surface. (See Exhibit B-2)

- (c) The cost for the roadway reconstruction, including the highway approach work on TR 39, is estimated to be \$92,000. JONATHAN CREEK TOWNSHIP and LOWE TOWNSHIP should each pay an equal amount of the actual cost of the roadway project. (See Exhibit C)
- (d) The cost to install and maintain the Advance Warning sign on the north highway approach to the TR 39 crossing shall be paid 100% by JONATHAN CREEK TOWNSHIP, and the cost to install and maintain the Advance Warning sign on the south highway approach to the TR 39 crossing shall be paid 100% by LOWE TOWNSHIP.

Improvement	Estimated Cost	GCPF	COMPANY	COUNTY	JONATHAN CREEK TOWNSHIP	LOWE TOWNSHIP
Install AFLS and constant warning time circuitry.	\$267,291	95% \$253,926 <sup>1</sup>	5% \$13,365 <sup>2</sup>	--	--	--
Install new crossing surface	\$63,746	--	50% \$31,873 <sup>3</sup>	--	25% \$15,936 <sup>4</sup>	25% \$15,936 <sup>5</sup>
Reconstruct highway approaches	\$92,000	--	--	--	50% \$46,000 <sup>6</sup>	50% \$46,000 <sup>7</sup>
Post advance warning signs	No Estimate	--	--	--	100%	100%
<b>Total</b>	<b>\$423,037</b>	<b>\$253,926</b>	<b>\$45,238</b>		<b>\$61,936</b>	<b>\$61,936</b>

**Notes:**

<sup>1</sup>The amount to be paid by the Grade Crossing Protection Fund shall not exceed \$253,460\*

<sup>2</sup>The amount to be paid by the COMPANY shall not exceed \$13,365; the COMPANY shall pay all future operating and maintenance costs for the new automatic warning devices

<sup>3</sup> The amount to be paid by the COMPANY shall not exceed \$31,873; the COMPANY shall pay all future maintenance costs for the new crossing surface

<sup>4</sup> The amount to be paid by JONATHON CREEK TOWNSHIP shall not exceed \$15,936

<sup>5</sup> The amount to be paid by LOWE TOWNSHIP shall not exceed \$15,936

<sup>6</sup> The amount to be paid by JONATHON CREEK TOWNSHIP shall not exceed \$46,000

<sup>7</sup> The amount to be paid by LOWE TOWNSHIP shall not exceed \$46,000

<sup>8</sup> All costs of future maintenance of the roadway approaches to the crossing shall be divided between LOWE TOWNSHIP and JONATHAN CREEK TOWNSHIP based upon their jurisdictional boundaries.

**Section 6** Special Provisions: Since the warning device improvement at the subject crossing will be performed by railroad crews, flagging or contractor liability insurance will not be required for said work.

The COUNTY shall be the lead agency for both LOWE TOWNSHIP and JONATHAN CREEK TOWNSHIP, and will be responsible for all required documents and payments pertaining to the roadway portion of the project and all paper work required by the Commission.

The COMPANY shall, at six (6) month intervals from the date of COMMISSION Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Bureau of the COMMISSION, a written report stating the progress it has made toward completion of the work herein required. Each progress report shall include the COMMISSION Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mailing address of COMPANY employee responsible for management of the project.

All bills for expenditures authorized reimbursed from the Grade Crossing Protection Fund shall be submitted to the Fiscal Control Unit of the Illinois Department of Transportation's Bureau of Local Roads and Streets, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, Room 205, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The DEPARTMENT shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24<sup>th</sup> month from the COMMISSION Order date, de-obligate all residual funds accountable for installation cost for this project.

Section 7 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the Commission shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 22nd day of July, 2004.

A handwritten signature in black ink, appearing to read "Michael E. Stead", written over a horizontal line.

Michael E. Stead  
Rail Safety Program Administrator

Attest:

A handwritten signature in black ink, appearing to read "Robert S. Berry", written over a horizontal line.

Robert S. Berry  
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 1103 concerning improvements at the TR 39 highway-rail grade crossing of the Union Pacific Railroad Company's track near in the Village of Arthur, Moultrie County, Illinois, designated as crossing AAR/DOT 167 044N, milepost 167.00 CC.

Executed by the Township of Jonathan Creek this 30th day of July 2004.

TOWNSHIP OF JONATHAN CREEK

By: Orvis R. Drew  
Supervisor

Attest:

Wally P. S. Jr.

RECEIVED  
AUG 2 2004

Illinois Commerce Commission  
RAIL SAFETY SECTION

Illinois Commerce Commission Stipulated Agreement No. 1103 concerning improvements at the TR 39 highway-rail grade crossing of the Union Pacific Railroad Company's track near in the Village of Arthur, Moultrie County, Illinois, designated as crossing AAR/DOT 167 044N, milepost 167.00 CC.

Executed by the Township of Lowe this 5 day of August 2004.

TOWNSHIP OF LOWE

By: Clifford John

Attest:

\_\_\_\_\_

Illinois Commerce Commission Stipulated Agreement No. 1103 concerning improvements at the TR 39 highway-rail grade crossing of the Union Pacific Railroad Company's track near in the Village of Arthur, Moultrie County, Illinois, designated as crossing AAR/DOT 167 044N, milepost 167.00 CC.

Executed by the Department this 24<sup>th</sup> day of August 2004.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: Victor A. Moders  
Director of Highways 92

Illinois Commerce Commission Stipulated Agreement No. 1103 concerning improvements at the TR 39 highway-rail grade crossing of the Union Pacific Railroad Company's track near in the Village of Arthur, Moultrie County, Illinois, designated as crossing AAR/DOT 167 044N, milepost 167.00 CC.

Executed by the Company this 29 day of Sept 2004.

UNION PACIFIC RAILROAD COMPANY

By: Shannon J. Gee

**AVP ENGINEERING**

Attest:

C. W. Saylor

APPROVED AS TO FORM

A. J. Powell

**ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT  
CROSSING DATA FORM**

**GENERAL INFORMATION:** See Exhibit A, page3

<b>RAILROAD</b>	Union Pacific Railroad Company
<b>USDOT#, MILEPOST</b>	167 044N, 167.00 CC
<b>STREET, CITY, COUNTY</b>	TR 39, Near Arthur on the boundary between Jonathan Creek Township and Lowe Township, Moultrie County
<b>JURISDICTION (RDWY)</b>	Jonathan Creek Township and Lowe Township
<b>LOCATION</b>	Rural, Residential
<b>STREET SURFACE</b>	Oil & chip, 13', good

**CROSSING DATA:**

TRACK	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
NE to SW	Sectional timber	26 feet	Poor

**ROADWAY DATA:** See Exhibit A, page3

<b>INTERSECTING ROADS:</b>	None
<b>TRAFFIC CONTROL</b>	None
<b>ADT &amp; SPEED</b>	325 @ 55 MPH (%Trucks)
<b>TRAFFIC TYPE</b>	Passenger, School Busses, Hazardous Materials, Amish horse drawn carriages
<b>ADVANCE WARNING</b>	No
<b>PAVEMENT MARKING</b>	No

**RAILROAD DATA:** See Exhibit A, page3

<b>FREIGHT TRAFFIC</b>	#14 @ 60 MPH, 0 Switch Movements, both day and night
<b>PASSENGER TRAFFIC</b>	None
<b>WARNING DEVICES</b>	Crossbuck signs

**NOTES:**

Highway vehicular traffic will increase due to a new school being constructed near the crossing. TR 39 will be used as the main access road to the new school.

TR 39 is located on the boundary between Jonathan Creek Township and Lowe Township. Both Townships are participating in the cost of the roadway improvement and toward the cost for the crossing surface installation.

**VISIBILITY STUDY:** See Location Sketch

<b>Train Speed</b>	N/A	<b>MPH</b>
<b>Roadway Speed</b>	N/A	<b>MPH</b>
<b>Required Stopping Sight Distance (SSD)</b>	N/A	
<b>Along Roadway</b>	N/A	<b>FEET</b>
<b>Along Tracks</b>	N/A	<b>FEET</b>
<b>Required Clearing Sight Distance (CSD) (Along Tracks)</b>	N/A	<b>FEET</b>

Distances calculated per American Association of State Highway and Transportation Officials (AASHTO), A Policy on Geometric Design of Highways and Streets, 2001, Fourth Edition.

<b>QUADRANT</b>	<b>CSD (FT)</b>	<b>OBSTRUCTION</b>	<b>SSD (FT)</b>	<b>OBSTRUCTION</b>
<b>NE</b>	*	None	*	None
<b>NW</b>	*	None	*	None
<b>SE</b>	*	None	*	None
<b>SW</b>	*	None	*	None

\*Note: The installation of automatic flashing light signals and gates (AFLS&G) eliminates the need to satisfy minimum Site Distance criteria.

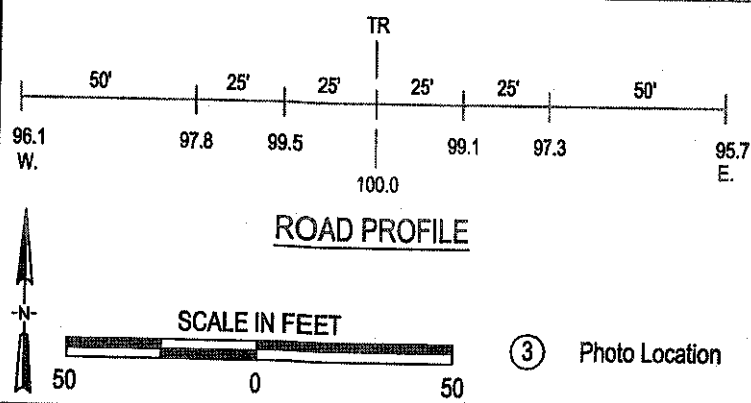
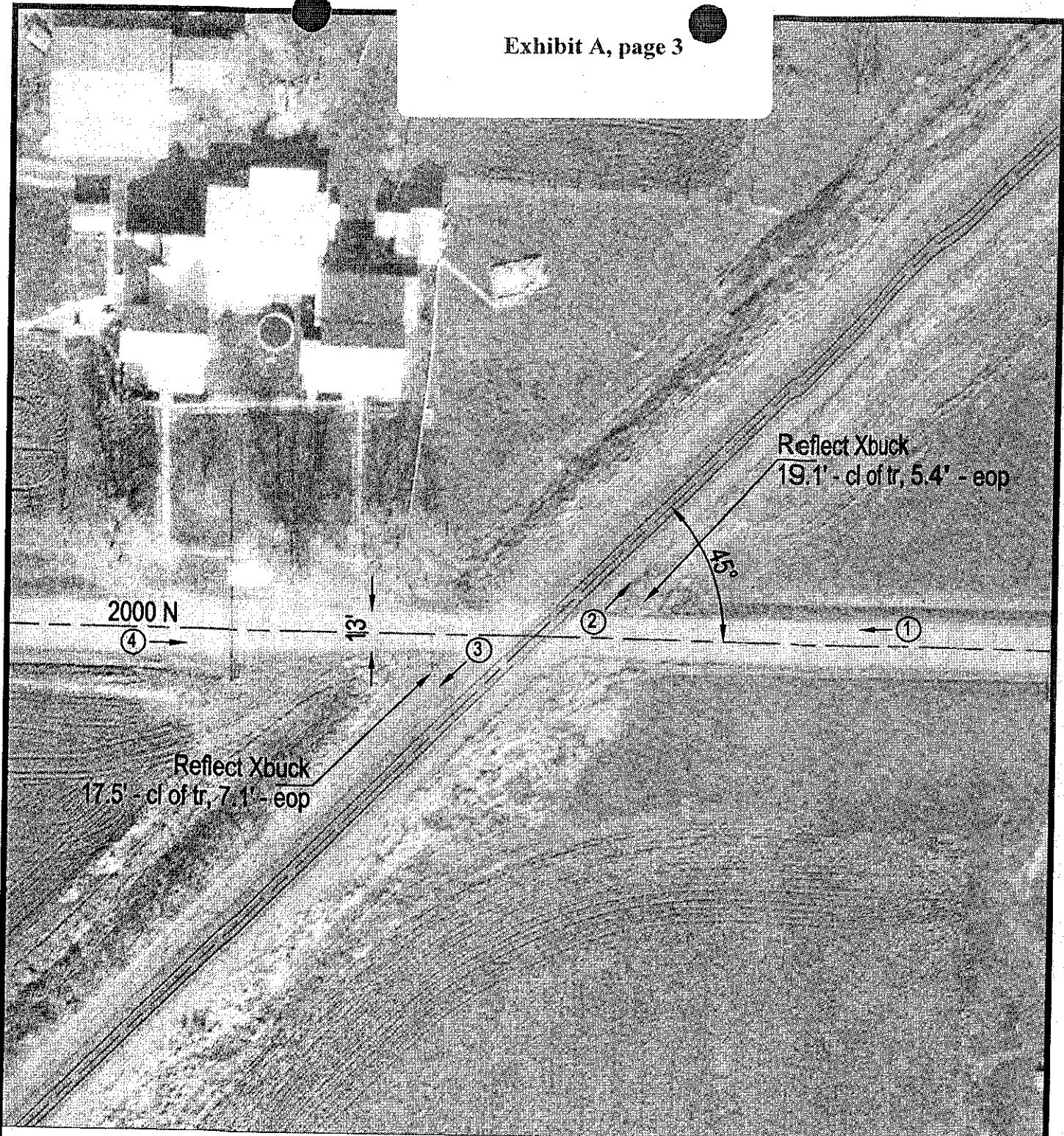
**APPROACH GRADES:** See Location Sketch

<b>DIRECTION: WEST</b>			<b>DIRECTION: EAST</b>		
<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>	<b>DISTANCE (FT)</b>	<b>ELEVATION (FT)</b>	<b>GRADE (%)</b>
**			**		

Distance measured from outermost rail. \*\* Existing approach grades will be constructed to meet Commission regulations.

**COMMENTS:** A new Amish school is being constructed near the subject crossing. TR 39 will be used for access to the new school. To accommodate the increase in traffic, the County, agent to Jonathon Creek and Lowe Townships, will widen TR 39 to a 22-foot roadway surface. The new roadway approaches will be constructed in compliance with Commission regulations. The new surface will necessitate the widening of the crossing surface from 26-feet to a minimum 45-foot surface. Due to the poor condition of the existing crossing surface, the Company will be responsible for 50% of the cost of the new surface and the Township's both 25% of the cost. This is not the Commission's standard cost division in such cases, but in order to expedite the crossing surface installation, the Townships have each agreed to pay 25% of the cost.

This crossing meets the minimum requirements for the installation of automatic flashing light signals and gates since the product of the average daily traffic and the number of daily train traffic exceeds 3,000.



Crossing #: 167044N  
 Location: Moultrie Co., City of Arthur (N)  
 Lat/Long: 39°41'44" / 88°30'07"  
 Railroad: UP  
 Street: 2000 N  
 Railroad Milepost: 167.00  
 Crossing Protection: Signs

DATE: 2004-07-13

## ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK

BY THE  
UNION PACIFIC RAILROAD

## DESCRIPTION OF WORK:

INSTALL REMOTE (MP 167.21), LED FL SIGNALS W/GATES, AND CWT IN NEW CABIN  
AT TR-39 IN ARTHUR, IL. M.P. 167.00 ON THE PANA SUB.

SIGNAL PROJECT MANAGER: BOB THOMPSON 245-2587

RAILROAD TO PERFORM ALL WORK / COST DISTRIBUTED AS FOLLOWS:

SIGNAL - STATE OF ILLINOIS 95% - UPRR 5%

PID: 47731 AWO: 44356 MP.SUBDIV: 167.00, PANA  
SERVICE UNIT: 04 CITY: ARTHUR STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			1815		1724	91	1815
LABOR ADDITIVE 177.68%			10714		10178	536	10714
SIG-HWY XNG			4215		4004	211	4215
TOTAL ENGINEERING			16744		15906	838	16744
SIGNAL WORK							
BILL PREP			900		855	45	900
CONTRACT				8661	8227	414	8661
EARTH FILL/ROCK				2000	1900	100	2000
FOREIGN LINE FREIGHT				1732	1645	87	1732
LABOR ADDITIVE 177.68%			56443		53621	2822	56443
MATL STORE EXPENSE				2607	2476	131	2607
METER SERVICES				5000	4750	250	5000
PERSONAL EXPENSES				23250	22087	1163	23250
SALES TAX				5413	5142	271	5413
SIGNAL			31766	86616	112463	5919	118382
CONTINGENCIES				24299	23084	1215	24299
TRANSPORTATION CHARGES				1860	1767	93	1860
TOTAL SIGNAL			89109	161438	238017	12530	250547
LABOR/MATERIAL EXPENSE 105853 161438							
RECOLLECTIBLE/UPRR EXPENSE					253923	13368	
ESTIMATED PROJECT COST							267291
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		

## RECOLLECTIBLE LESS CREDITS

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

Exhibit B-1

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK  
BY THE  
UNION PACIFIC RAILROAD

DATE 004-06-21

DESCRIPTION OF WORK:  
2004 RECOLLECTIBLE PROJECT  
M.P. 167.00 PANA SUBDIVISION  
TR39, ARTHUR, ILL. DOT #167044N  
INSTALL 48 TF OF CONCRETE CROSSING SURFACE  
UNLOAD BALLAST / SURFACE TRACK  
COST: 50% MOULTRIE COUNTY, 50% UPRR (NO FEDERAL)

PID: 50165 AWO: 47423 MP, SUBDIV: 167.00, PANA  
SERVICE UNIT: 04 CITY: ARTHUR STATE: IL

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
<b>ENGINEERING WORK</b>							
ENGINEERING			1000		500	500	1000
LABOR ADDITIVE 158%			1580		790	790	1580
<b>TOTAL ENGINEERING</b>			<b>2580</b>		<b>1290</b>	<b>1290</b>	<b>2580</b>
<b>SIGNAL WORK</b>							
LABOR ADDITIVE 232%			1886		943	943	1886
MATL STORE EXPENSE				1		1	1
SALES TAX				1		1	1
SIGNAL			967	47	506	508	1014
<b>TOTAL SIGNAL</b>			<b>2853</b>	<b>49</b>	<b>1449</b>	<b>1453</b>	<b>2902</b>
<b>TRACK &amp; SURFACE WORK</b>							
ADVANCE WARNING				1500	750	750	1500
BALAST	2.00	CL	890	1191	1040	1041	2081
BILL PREP				900	450	450	900
EQUIP RENTAL W/OPER				9000	4500	4500	9000
FIELD WELD			80		40	40	80
FOREIGN LINE FREIGHT				266	133	133	266
HOME LINE FREIGHT				900	450	450	900
LABOR ADDITIVE 232%			14540		7269	7271	14540
MATL STORE EXPENSE				267	132	135	267
OTM				476	506	507	1013
RAIL	160.00	LF	643	1864	1254	1255	2509
BOXING	48.00	TF	2824	6238	4531	4531	9062
SALES TAX				528	262	266	528
TRK-SURF, LIN			3897		1948	1949	3897
WELD			2590	518	1554	1554	3108
WORK TRAIN			350		175	175	350
WT/CS ADDITIVE 368%			1288		644	644	1288
XTIE	40.00	EA	4061	2914	3487	3488	6975
<b>TOTAL TRACK &amp; SURFACE</b>			<b>31641</b>	<b>26623</b>	<b>29125</b>	<b>29139</b>	<b>58264</b>
<b>LABOR/MATERIAL EXPENSE</b>							
RECOLLECTIBLE/UPRR EXPENSE			37074	26672	31864	31882	
ESTIMATED PROJECT COST							63746
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
<b>RECOLLECTIBLE LESS CREDITS</b>							

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

**Moultrie County  
T.R. 39  
Section 03-03001-00-FP  
Improvement of RR Crossing #DOT 1670444N  
Jonathan Creek Township  
Near Arthur, Illinois**

**Breakdown of Estimated Costs**

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1.	Right-of-Way Research, Survey, and Plats	\$ 3,750
2.	Right-of-Way and Easement Acquisition	\$ 1,000
3.	Route Surveying	\$ 2,250
4.	Design Engineering	\$ 10,700
5.	Construction (Includes 10% Contingency) See Attached Estimate of Cost	\$ 67,300
6.	Construction Engineering	\$ 7,000
<b>TOTAL ESTIMATED PROJECT COST =</b>		<b>\$ 92,000</b>

**Moultrie County**  
**T.R.39**  
**Section 03-03001-00-FP**  
**Improvement of RR Crossing #DOT 167044N**  
**Jonathan Creek Township**

Estimated Construction Costs

<u>Item</u>	<u>Description</u>	<u>Cost(\$)</u>
1.	Tree Removal (6 to 15 Units Diameter)	\$200.00
2.	Tree Removal (Over 15 Units Diameter)	\$1,100.00
3.	Earth Excavation	\$1,900.00
4.	Furnished Excavation	\$15,600.00
5.	Trench Backfill	\$700.00
6.	Seeding, Class 2 (Special)	\$800.00
7.	Aggregate Base Course, Type B	\$14,800.00
8.	Aggregate Surface Course, Type B	\$2,200.00
9.	Bituminous Materials (Prime Coat)	\$1,100.00
10.	Bituminous Materials (Cover And Seal Coats)	\$3,300.00
11.	Cover Coat Aggregate	\$1,200.00
12.	Seal Coat Aggregate	\$600.00
13.	Sidewalk Removal	\$200.00
14.	Concrete Removal (Special)	\$700.00
15.	Pipe Culvert Removal	\$300.00
16.	Pipe Culverts, Class A, Type 1 30"	\$4,700.00
17.	Pipe Culverts, Class D, Type 1 15"	\$2,600.00
18.	Precast Reinf. Conc. Flared End Sections 30"	\$1,500.00
19.	Traffic Control And Protection, Standard BLR 21	\$3,000.00
20.	Railroad Protective Liability Insurance	\$4,700.00
	Total	\$61,200.00
	Contingency (10%)	\$6,100.00
	ROADWAY GRAND TOTAL	\$67,300.00

ROUTE NO.	SECTION	COUNTY
T.R. 39	03-03001-00-FP	MOULTRIE
JONATHAN CREEK ROAD DISTRICT		

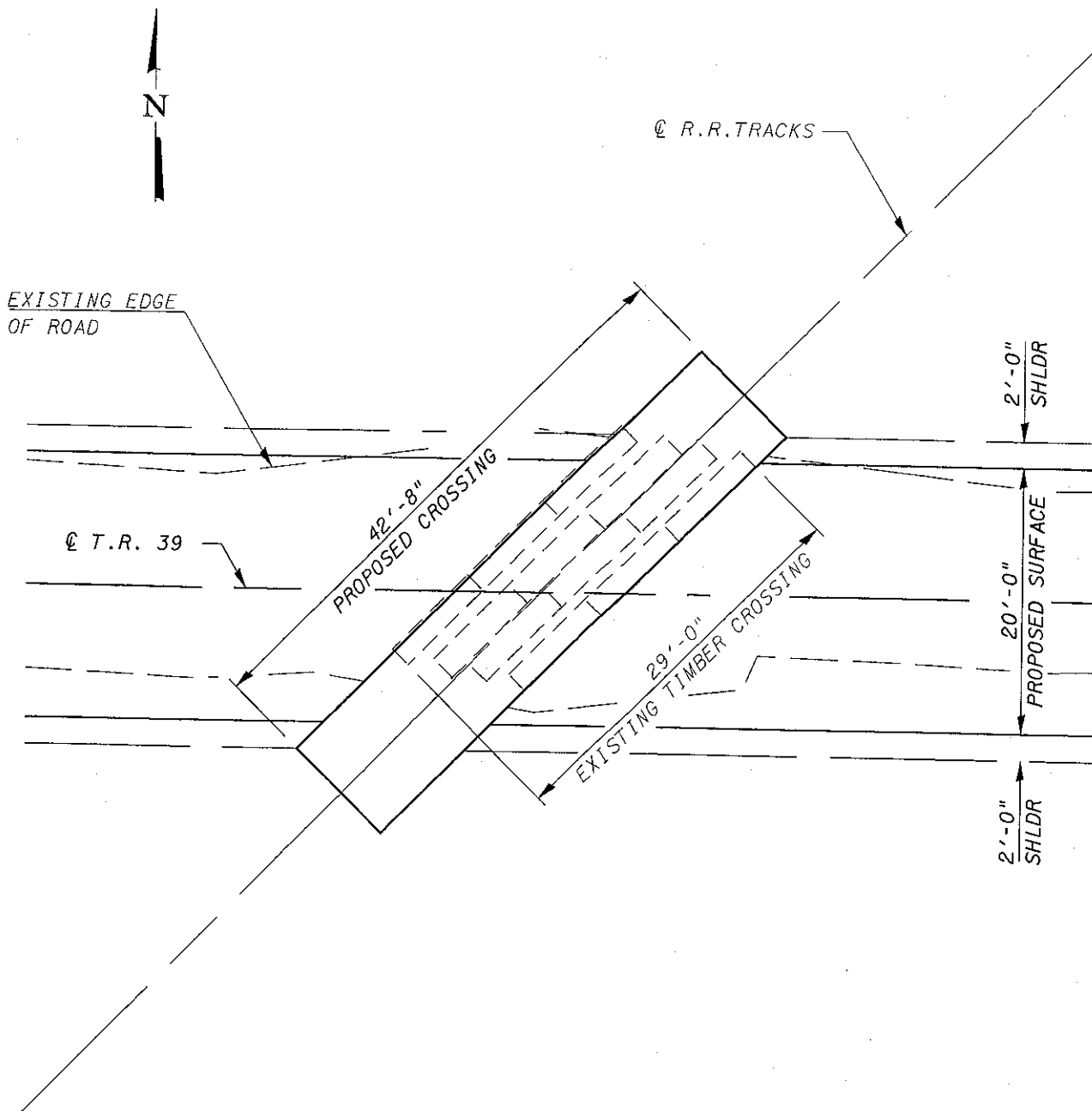


Exhibit C, page 3

<b>CROSSING PLAN</b>	
T.R. 39	
SECTION 03-03001-00-FP	
JONATHAN CREEK ROAD DISTRICT	
MOULTRIE COUNTY	
CUMMINS ENGINEERING CORPORATION	JOB # 9827
	FILED 12/15/2020
	DATE 5/12/04

ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT

Date 30 July 04 Agreement # 1103

The Board of Trustees  
(Board or Council of City, County, etc.)

meeting on 30 July 04 Resolved to authorize  
Orris R Drew, Supervisor  
(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that  
the TOWNSHIP OF Jonathan Creek  
(Township, City or County)

is financially willing and able to bear the costs for the proposed improvements as may  
be assigned to it according to the terms of this Agreement.

ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT

Date Aug 5<sup>th</sup>, 2004 Agreement # 1103

The Howe Township Board  
(Board or Council of City, County, etc.)

meeting on Aug 3, 2004 Resolved to authorize  
Clifford Johnson - Highway Commissioner  
(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that  
the Howe Township  
(Township, City or County)

is financially willing and able to bear the costs for the proposed improvements as may  
be assigned to it according to the terms of this Agreement.